

**WITNESSETH:**

**WHEREAS**, OWNER holds title to the unincorporated parcel, located at, 2852 North Macy Street, San Bernardino, California, and parcel is more fully described in Exhibit "A" attached hereto and made a part hereof. (Assessor's Parcel Number: 0268-041-12 and 13); and

**WHEREAS**, this parcel is within the Sphere of Influence of CITY; and

**WHEREAS**, OWNER desires to obtain sewer service for said parcel; and

**WHEREAS**, sewer service could be provided to said parcel by connecting to the CITY'S sewage system; and

**WHEREAS**, CITY'S sewage system and wastewater treatment plant have sufficient capacity to convey and treat the sewage generated by said parcel; and

**WHEREAS**, CITY is willing to allow connection of this unincorporated parcel to its sewage system, due to the expectation that said parcel will be annexed to the City of San Bernardino at some future date, due to the fact that the parcel is within CITY'S Sphere of Influence; and

**WHEREAS**, the covenants and conditions set forth herein shall create an equitable servitude upon the parcel, and shall be fully binding upon OWNER'S heirs, successors and assigns.

**NOW, THEREFORE**, the parties hereto agree as follows:

**SECTION 1:**      **OWNER Agrees:**

- a. To grant irrevocable consent to annex to the City of San Bernardino at such time as the annexation may be properly approved through appropriate legal proceedings, and OWNER does further agree to provide all reasonable cooperation and assistance to the CITY in the annexation proceedings. Said cooperation is contemplated to include signing any applications of consent prepared by the CITY, and submitting any evidence reasonably within the control of OWNER to the various hearings required for the annexation. Said cooperation does not include, however, any obligation on behalf of OWNER to institute any litigation or judicial proceeding whatsoever to force the annexation to the City of San Bernardino.

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***Auditor/Controller-Recorder Use Only***

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- b. To pay such annexation fees and costs and municipal charges as would ordinarily be charged in the annexation of property to the CITY. Said fees shall be payable when the same become due and payable. In most circumstances, these fees will be borne by CITY.
- c. To pay all fees and charges and make all deposits required by the CITY to connect to and use the sewer, and to be bound by all CITY ordinances, rules and regulations respecting the sewage system.
- d. To acknowledge that execution of this Irrevocable Agreement to Annex is on behalf of all future heirs, successors and assigns, and that said Agreement shall not be revocable without the written consent of CITY.
- e. To comply with Chapter 13.32, of the San Bernardino Municipal Code relating to discharge of materials into CITY'S sewage system.
- f. To execute a standard form Agreement (Sewer Connection and Service) with CITY stipulating the terms and conditions under which the connection shall be made and maintained.

**SECTION 2: CITY Agrees:**

- a. To allow OWNER'S parcel, described hereinbefore, to connect to the City of San Bernardino's sewage system, subject to payment of all applicable fees.

**SECTION 3: It is mutually agreed that:**

- a. City Clerk for CITY shall record this Agreement with the County Recorder.
- b. The benefit to the subject parcel will inure to the benefit of subsequent owners, their heirs, successors, and assigns, and the agreements, conditions, and covenants contained herein shall be binding upon them and upon the land.

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.IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officials.

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**OWNER**

**DISTRICT:** County Service Area 70,  
San Bernardino County Consolidated Fire District

**CITY OF SAN BERNARDINO**

► \_\_\_\_\_  
Dennis Hansberger, Chairman, Board of Supervisors

By: \_\_\_\_\_  
Mayor Judith Valles

Dated: \_\_\_\_\_  
SIGNED AND CERTIFIED THAT A COPY OF THIS  
DOCUMENT HAS BEEN DELIVERED TO THE  
CHAIRMAN OF THE BOARD

ATTEST: \_\_\_\_\_  
City Clerk

Approved as to form and legal content:

Clerk of the Board of Supervisors  
of the County of San Bernardino.

\_\_\_\_\_  
City Attorney

By \_\_\_\_\_  
Deputy

By: \_\_\_\_\_

Approved as to Legal Form

► L. Thomas Krahelski  
County Counsel

Date 5/5/03

Reviewed by Contract Compliance

► \_\_\_\_\_

Date \_\_\_\_\_

Reviewed for Processing

► Mark Baythold  
Agency Administrator/CAO

Date 5/5/03

**Auditor/Controller-Recorder Use Only**

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**APPLICATION FOR SEWER SERVICES  
OUTSIDE OF CITY BOUNDARIES**

To: City of San Bernardino  
Development Services Department, Real Property Section  
300 N. "D" Street - 3<sup>rd</sup> Floor, San Bernardino, CA 92418  
(909) 384-5111

This application is hereby submitted to the City of San Bernardino, to initiate proceedings for the connection to the City Sewer System from my property, which is located outside the boundaries of the City of San Bernardino pursuant to established City policies, a copy of which I have received and read, and Government Code Section 56133. I understand that a \$1000.00 non-refundable processing fee is due at the time this application is submitted. I further understand that prior to the City submitting an application to the Local Agency Formation Commission (LAFCO), I will be required to deposit any applicable LAFCO fees with the City (or to be paid directly to LAFCO). Additional LAFCO fees may be due at the conclusion of the proceedings, which I will be required to pay. I may request a waiver of these fees from LAFCO, based upon an immediate health and safety problem. In the event that the waiver of all or a portion of the LAFCO fees is granted by LAFCO, the waived amount will be refunded. I also understand that I will be required to execute an "Irrevocable Agreement to Annex" in the event that my property may be subject to Annexation into the City of San Bernardino at some future time, if this application is approved. I further understand that sewer capacity and hook-up fees to the City will be due prior to permit processing. *This application is being submitted with the understanding that approval is not guaranteed.*

Please submit this application with proof of ownership (Copy of Deed, Title Policy, etc.) along with processing fee of \$1,000.00 and plat map showing location of property.

Property Owner(s): SAN BERNARDINO COUNTY, FIRE DEPARTMENT, WEST VALLEY DIVISION  
Mailing Address: 157 W. 5<sup>th</sup> ST. SECOND FLOOR, S.B. CA. 92415-0450  
Property Address: 2852 N. MACY ST. MUSCOY

Assessor's Parcel No(s): 0268-041-12 & 13 Tel. No.: (909) 387-6076

<input type="checkbox"/> Existing Development	<input type="checkbox"/> New Development
<input type="checkbox"/> Residential (Single Family). No. Bedrooms: _____	<input type="checkbox"/> Residential (Single Family) No. Bedrooms: _____
<input type="checkbox"/> Residential (multi family). Describe: _____	<input type="checkbox"/> Residential (multi-family). Describe: _____
<input type="checkbox"/> Commercial/Industrial. Describe: _____	<input checked="" type="checkbox"/> Commercial/Industrial. Describe: <u>NEW</u>
	<u>FIRE STATION #75</u>

**Note: For new development and/or additions, please provide a copy of the site-plan along with a copy of development permit filed with the County of San Bernardino.**

Additional Comments: \_\_\_\_\_

☒ I request a waiver of LAFCO fees based upon the following health and safety urgency:  
WAIVER TO \$250.00 SINGLE CONNECTION FEE / ESSENTIAL SERVICES  
FACILITY

Date: \_\_\_\_\_

Signature(s) \_\_\_\_\_